



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

January 16, 2004

**TO:** All Potential Bidders

**RE:** RFP# 2004-X-36386 Park and Playground Equipment and Parts (T-0103)

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
2/18/04	2:00 PM	Bid Submission Due Date

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

**Sue Whetstone**  
Procurement Specialist

E-Mail Address: [sue.whetstone@treas.state.nj.us](mailto:sue.whetstone@treas.state.nj.us)

Phone: 609-984-6266

Fax: 609-292-0490

STATE OF NEW JERSEY  
REQUEST FOR PROPOSAL

FOR: PARK AND PLAYGROUND EQUIPMENT & PARTS  
\*DOWNLOADABLE FROM INTERNET\*

BID NO : 04-X-36386

T-NO : T0103

DATE ISSUED : 01/16/04

N.J. VENDOR NO :

VENDOR PHONE NO :

VENDOR FAX NO :

VENDOR FEIN/SSN :

REQUISITION NO : 1027802

REQUESTING AGENCY: 822050

ESTIMATED AMOUNT:	\$ 50,000,000.00
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CONTRACT EFFECTIVE DATE: 03/01/04

CONTRACT EXPIRATION DATE: 02/28/07

COOPERATIVE PURCHASING: YES

SET ASIDE: NONE

DIRECT QUESTIONS CONCERNING THIS RFP TO:

BUYER: SUE WHETSTONE

PHONE : (609) 984-6266

PURSUANT TO N.J.S.A. 52:34-12 AND N.J.A.C. 17:12-2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 02/18/04 AT THE  
**FOLLOWING PLACE: DEPARTMENT OF TREASURY, PURCHASE BUREAU, PO BOX 230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY**  
**08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED. THE ACCOMPANYING SELF-ADDRESSED  
 ENVELOPE SHOULD CONTAIN OR BE ATTACHED TO THE PROPOSAL.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS  
 OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT  
 AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NONE OR NONE %. CHECK THE TYPE OF BID  
 SECURITY SUPPLIED: ANNUAL BID BOND ON FILE. BID BOND ATTACHED.  
CERTIFIED OR CASHIER'S CHECK ATTACHED. LETTER OF CREDIT ATTACHED.
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP  
 DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
- 8) THE VENDOR MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S)  
 AND TIME(S): NONE

### ADDITIONAL REQUIREMENTS

- 9) PERFORMANCE SECURITY: \$ \_\_\_\_\_ NONE OR \_\_\_\_\_ NONE \_\_\_\_\_. 10) PAYMENT RETENTION: \_\_\_\_\_ %.
- 11) AN AFFIRMATIVE ACTION FORM (ATTACHED). 12) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHED).
- 13) REQUESTED DELIVERY: \_\_\_\_\_ 60 DAYS AFTER RECEIPT OF ORDER
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A. 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, NJ COMMERCE & ECONOMIC GROWTH COMMISSION SMALL BUSINESS REGISTRATION (SEE N.J.A.C.17:13-3.1 AND 13-3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE ATTACHED NOTICE): \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS
- 18) BIDDER PHONE NO. \_\_\_\_\_ 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER FEDERAL ID NO. \_\_\_\_\_ 21) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

- |                                  |                  |
|----------------------------------|------------------|
| 22) ORIGINAL SIGNATURE OF BIDDER | 23) NAME OF FIRM |
| 24) PRINT/TYPE NAME AND TITLE    | 25) DATE         |



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
CN-230  
TRENTON, NEW JERSEY 08625

DIVISION OF  
PURCHASE AND PROPERTY

PURCHASE BUREAU

NOTICE TO VENDORS

With the approach of the holiday season, we wish to advise all vendors of the following statute:

N.J.S.A. 52:34-19. Payment of compensation or gratuity to State employees prohibited.

The payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, either directly or indirectly, whether or not in connection with any purchase, sale or contract, to any person employed by the State in the Department of the Treasury, or to any other person in the employ of the State having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the State or any department, commission, authority, agency or instrumentality thereof, by or on behalf of any seller or supplier who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the State or to any department, officer, commission, authority, agency or instrumentality thereof, is hereby prohibited. Any person offering, paying, giving, soliciting or receiving any fee, commission, compensation, gift or gratuity in violation of this section shall be guilty of a misdemeanor.

## **ATTENTION VENDORS**

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm#bidderand> either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If the information on the bid itself is incorrect and needs to be changed, DO NOT write the correction on the bid itself. Send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven-digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MacBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

Print or Type

\_\_\_\_\_  
Signature of Bidder

{ \_\_\_\_\_  
Name

{ \_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

NOTICE TO ALL BIDDERS  
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
PO BOX 230  
TRENTON, NEW JERSEY 08625

DIVISION OF  
PURCHASE AND PROPERTY

PURCHASE BUREAU

**IMPORTANT NOTICE TO BIDDERS**

Effective October 7, 1991, in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

-----  
Name of Locality having preference practices

City/Town/Authority \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

( ) Documentation attached

( ) Resolution

( ) Regulations/Laws

( ) Notice to Bidder

( ) Other \_\_\_\_\_

Name of Firm Submitting this Information \_\_\_\_\_  
(Please Print)

STANDARD TERMS & CONDITIONS	TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35746 OPEN DATE : 02/03/04 TIME : 2 PM T-NUMBER : T1965  BIDDER :	PAGE 2
<p>I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.</p> <p>II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.</p> <p>III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.</p> <p>IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.</p> <p>1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS</p> <p>1.1 BUSINESS REGISTRATION - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.</p> <p>Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <a href="http://www.state.nj.us/njbgs/services.html">www.state.nj.us/njbgs/services.html</a>.</p> <p>1.2 ANTI-DISCRIMINATION - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.</p> <p>1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.</p> <p>1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.</p> <p>1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.</p> <p>1.6 OWNERSHIP DISCLOSURE - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.</p> <p>1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.</p> <p>1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.</p> <p>1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.</p> <p>2. LIABILITIES</p> <p>2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.</p> <p>2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.</p> <p>2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:</p>		



STANDARD TERMS & CONDITIONS	TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35746 OPEN DATE : 02/03/04 TIME : 2 PM T-NUMBER : T1965  BIDDER :	PAGE 3

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
  2. PRODUCTS/COMPLETED OPERATIONS
  3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than
- \$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

### 3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

- 3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend any contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

#### 3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
  - a. Issue an award notice for those offers accepted by the State;
  - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17:12-3 et seq.

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
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<p>3.5 TERMINATION OF CONTRACT</p> <p>a. Change of Circumstances</p> <p>Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.</p> <p>In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required.</p> <p>b. For cause:</p> <p>1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.</p> <p>2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.</p> <p>c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.</p> <p>d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.</p> <p>3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.</p> <p>3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.</p> <p>3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.</p> <p>N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500.</p> <p>In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.</p> <p>3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A-25.9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64-60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.</p> <p>In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.</p> <p>Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.</p> <p>3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase &amp; Property.</p> <p>a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.</p> <p>b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.</p> <p>c. Vendor Federal Employer Identification Number.</p> <p>The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.</p>			

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<p>If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase &amp; Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.</p> <p>3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:</p> <ol style="list-style-type: none"> <li>The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.</li> <li>All equipment supplied to the State and operated by electrical current is UL listed where applicable.</li> <li>All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.</li> <li>Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.</li> <li>Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.</li> <li>During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.</li> <li>All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.</li> </ol> <p>3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.</p> <p>The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract, and in accordance with good commercial practice.</p> <p>Items delivered must be strictly in accordance with the Request for Proposal.</p> <p>In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.</p> <p>3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.</p> <p>3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.</p> <p>3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.</p> <p>The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.</p> <p>3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain in detail how the bid price was determined.</p> <p>3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.</p> <p>4. TERMS RELATING TO PRICE QUOTATION</p> <p>4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.</p> <p>In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified in writing of any price reduction within five (5) days of the effective date.</p> <p>Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.</p> <p>4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.</p>			



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<p>F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.</p> <p>4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.</p> <p>4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.</p> <p>4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.</p> <p>For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.</p> <p>The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.</p> <p>4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.</p> <p>Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.</p> <p>4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.</p> <p>5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.</p> <p>a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services. received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.</p> <p>b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.</p> <p>6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).</p> <p>a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.</p> <p>b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.</p> <p>c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.</p>			

STANDARD TERMS & CONDITIONS	TERM CONTRACT - ADVERTISED BID PROPOSAL	
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- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a. through 6e. shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.



<b>AFFIRMATIVE ACTION</b>		<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>	
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**SUPPLEMENT TO BID SPECIFICATIONS**

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;

2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS, FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.

3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.

5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.

7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL.)
- ☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

State of New Jersey  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT -** READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY   STATE   ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY   STATE   ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input style="width: 50px;" type="text"/>		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width: 50px;" type="text"/>		
11. PUBLIC AGENCY AWARDED CONTRACT		CITY   STATE   ZIP CODE

**OFFICIAL USE ONLY**

DATE RECEIVED MO/DAY/YR	COUNTY	OUT OF STATE PERCENTAGES MINORITY   FEMALE	ASSIGNED CERTIFICATION NUMBER
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**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees											
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13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED?  <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO DATE OF LAST REPORT SUBMITTED MO.   DAY   YEAR
14. DATES OF PAYROLL PERIOD USED		

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	DATE MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)   PHONE (AREA CODE, NO. & EXTENSION)

## INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

### IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

ITEM 1 - Enter the Federal Identification Number assigned to the contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for,"

or  
If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company, include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not just those employees at the facility being awarded the contract.

ITEM 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at only one physical location. Multi-establishment Employer shall include an employer whose business is conducted at more than one location.

ITEM 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 10 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 11 - Enter the name of the Public Agency awarding the contract. Include City, State, and Zip Code.

ITEM 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Phillippine Islands and Somoa.

ITEM 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 14 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 16 - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 17 - Print or type the name of the person completing this form. Include the signature, title and date.

ITEM 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

<b>COOPERATIVE PROCUREMENT</b>		<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-35746 OPEN DATE : 02/03/04 TIME : 2 PM T-NUMBER : T1965  BIDDER :	PAGE 9

**IMPORTANT NOTICE**

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

**AGREEMENT TO EXTEND STATE CONTRACT TERMS  
TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS,  
COUNTY COLLEGES AND STATE COLLEGES**

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J.S.A. 52:25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS, VOLUNTEER FIRST AID SQUADS AND RESCUE SQUADS TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES, MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MAY NOT CHANGE HIS DECISION DURING THE CONTRACT TERM.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES \_\_\_\_\_ NO \_\_\_\_\_

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO".

**NOTE:** NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD.



## OWNERSHIP DISCLOSURE FORM

DEPT OF TREASURY  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 8TH FL  
PO BOX 230  
TRENTON

NJ

08625-0230

NUMBER : 04-X-35746  
OPEN DATE : 02/03/04  
T-NUMBER : T1965

2 PM

PAGE  
10

BIDDER :

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

## COMPLETE ALL QUESTIONS BELOW

- |   | YES   | NO    |
|---|-------|-------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>   | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i>  | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i>   | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i>  | _____ | _____ |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i> | _____ | _____ |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: \_\_\_\_\_

(Signature)

ADDRESS: \_\_\_\_\_

PRINT OR TYPE {

(Name)

{

(Title)

FEIN/SSN#: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
33 WEST STATE STREET  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

SPECIFICATIONS

FOR

**PARK AND PLAYGROUND EQUIPMENT AND PARTS**  
**(T-0103)**

REVISED 01/16/04

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**1.0 INFORMATION FOR BIDDERS:**

**1.1 PURPOSE AND INTENT:**

1.1.1 This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State Agencies. The purpose of this RFP is to solicit bid proposals for new park and playground equipment and parts.

1.1.2 The intent of this RFP is to award a single contract for each brand for each of a total of eighteen (18) categories of Park and Playground Equipment, in accordance with the criteria specified in 6.0 of this RFP (Proposal Evaluation and Contract Award). A list of eighteen (18) categories is provided in Section 3.0 of this RFP (Scope of Work).

1.1.3 In a case of a brand manufacturer authorizing its dealer for a part of the State only, one award shall be made for each of the parts comprising the entire State for that brand. For example, a brand with a network of two regions comprising the entire State, region North and region South, shall be awarded one contract for region North and one contract for region South.

1.1.4 As a guideline, a list of counties covered under region North and South is provided in Section 3.5 of the RFP. If a brand manufacturer's list of areas covered under each region does not agree with the list in Section 3.5 of the RFP, the bidder shall provide the manufacturer's list of areas covered under each of the regions comprising the entire State, by modifying the list in Section 3.5 of this RFP, which shall prevail and replace the list in Section 3.5 of the RFP for that brand. **HOWEVER, IF A BIDDER BIDS FOR ONLY A PART OF THE STATE EVEN THOUGH THE BIDDER IS AUTHORIZED FOR THE ENTIRE STATE BY THE BRAND MANUFACTURER, ITS BID PROPOSAL SHALL BE DEEMED NON- RESPONSIVE.**

1.1.5 All regional awards for a given brand in the same category shall be made at the same discount/mark-up - the highest of all discounts or the lowest of all mark-ups bid for all regions. If discounts/mark-ups bid for region North and region South for the same brand and the same category by the corresponding lowest responsive bidders are different, awards for region North and region South shall be made at the highest of two discounts bid or the lowest of two mark- ups bid. For example, if the discounts bid by the corresponding lowest responsive bidders for region North is 40% and region South is 50%, for the same brand and the same category, awards for region North and region South can only be made at 50% discount. If the bidder bidding lower of the two bid discounts declines to accept the intended award at the highest discount, the next qualified bidder in a rank for the region for the given brand and category shall be considered for an award. In the above example, if the lowest responsive bidder for region North fails to accept the intended award at 50% discount, the second lowest responsive bidder for region North shall be invited to consider, and so on. No award shall be made for the region for the given brand and category, if all responsive bidders decline to accept the intended award at the highest discount or the lowest mark-up. **NO EXCEPTION SHALL BE CONSIDERED.**

1.1.6 If agreed by the contractors, contracts awarded as a result of this RFP shall be extended to the Purchase Bureau's cooperative purchasing participants, which include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

1.1.7 Although the State, with the assent of the contractors, is making the use of contracts resulting from this RFP available to non-State agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the local public contracts law or any other enabling statute or regulation.

## **1.2 CONTRACT IMPLEMENTATION - BRAND SELECTION:**

1.2.1 Contract users shall make purchases from that contractor whose contract terms and conditions are most advantageous, price and other factors considered. To ensure compliance, contract users shall carry out a brand selection process prior to issuance of a Purchase Order. Contract users shall initiate a contract purchase project by preparing clear and unambiguous project requirements, based solely upon their needs. At the time of auditing, contract users will be required to demonstrate that the establishment of the project requirements is free from any bias or inclination against or in favor of any brand. Using its project requirements, current catalog/price list provided by the contractor, contract discount/mark-up and applicable volume discount, a contract user shall determine the final purchase price for each brand in a given category. All

brands/contractors shall have to be considered. The contract user may send its request for a determination of the final purchase price by sending its project requirements to all contractors in a given category, if the catalogs/price lists are not readily available. All contract catalogs/price lists in effect, if provided on CD by the contractors, will be published at the Purchase Bureau web site. The contract user must select a brand and place its order for park and playground equipment and parts in the given category with the contractor offering the lowest price that best meets its program requirements. The contract user must document all phases of its brand selection process for each purchase under any contract resulting from this RFP.

1.2.2 All documentation shall be preserved and presented to auditors upon request. This RFP is designed to only establish convenience contracts, a single contract for each brand in each category, and not to replace the brand selection process outlined above to be carried out for each transaction by the contract user. NO EXCEPTION SHALL BE PERMITTED.

Note: The Division's Contract Compliance and Administration Unit (CCAU) may conduct an audit of any contract user's purchase transactions and documentation any time during and after the contract term.

1.2.3 For ease, efficiency and expediency in a brand selection process, contract users are advised to adopt an electronic communication channel, in addition to keeping the latest catalog/price list ready for each contracted brand in a given category. The State will list all contractors for each category of this RFP with their corresponding e-mail addresses in the Notice of Award (NOA), which will be published at the Purchase Bureau web site. Contract users should compile a group of e-mail addresses of all contractors for each category (by using "copy and paste" function) so that a request for the final purchase price can be "broadcast" e-mailed to all contractors in each category. Contract users and contractors should password-protect their electronic correspondence, to ensure the integrity of the procurement process.

1.2.4 Contract users shall report all purchases made under contracts resulting from this RFP to the CCAU upon request. The report shall include the reasons for selecting a particular brand/contractor and identify the contract user, park and playground item and category, State contract #, quantity purchased and total purchase order price.

### **1.3 BACKGROUND:**

1.3.1 This is a reprocurement of the Park and Playground Equipment contract presently due to expire on February 29, 2004. Vendors who are interested in the current contract information are encouraged to visit <http://www.state.nj.us/treasury/purchase/noa/contracts/t0103.shtml>.

1.3.2 This convenience contract is designed to meet the quantitative, expeditious delivery, parts interchangeability, standardization and compatibility requirements as well as the diverse safety, environmental and technological needs of over 2,500 cooperative purchasing participants for thousands of park and playground equipment and parts. This RFP will provide a single contract for each brand in each of eighteen (18) categories of park and playground equipment to accommodate varying needs of the contract users, thereby increasing the total contract utilization and, in turn, providing better pricing for future contract reprocurements. As stated in Section 1.2 of this RFP (Contract Implementation - Brand Selection), this RFP will only provide convenience contracts with the best pricing for each brand in each category, but is not intended to replace an extensive brand selection process to be carried out by a contract user for each purchase transaction prior to issuance of a purchase order.

1.3.3 The Standard Terms and Conditions, pages 2 to 7 of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey and Cooperative Purchasing Program participants. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

#### 1.4 KEY EVENTS:

##### 1.4.1 Questions and Inquiries:

1.4.1.1 It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed, faxed or e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau  
Division of Purchase and Property  
State of New Jersey  
33 West State Street  
P.O. Box 230  
Trenton, New Jersey 08625

Attention: [Sue Whetstone](#)  
Fax: 609-292-0490  
E-mail address: [susan.whetstone@treas.state.nj.us](mailto:susan.whetstone@treas.state.nj.us)

##### 1.4.1.2 Question Protocol:

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

1.4.1.3 Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Bidders shall not contact the Using Agency directly, in person, by e-mail, by fax or by telephone, concerning this RFP.

##### 1.4.1.4 Cut-off date for [questions and inquiries](#) is January 26, 2004.

(All questions and answers will be posted at the Purchase Bureau web site by January 31, 2004.)

#### 1.5 ADDITIONAL INFORMATION:

##### 1.5.1 Revisions to this RFP:

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum. Any RFP addendum will be published at the Purchase Bureau web site. It will be the bidder's responsibility to frequently check the web site for any addendum.

##### 1.5.2 Addendum as a part of this RFP:

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

### 1.5.3 Issuing Office:

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted on the cover page of this RFP is the sole point of contact between the vendor and the State for purposes of this RFP.

### 1.5.4 Bidder Responsibility:

The bidder assumes sole responsibility in preparing and submitting a bid proposal in response to this RFP. No consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

### 1.5.5 Cost Liability:

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

### 1.5.6 Contents of Bid Proposal:

1.5.6.1 Notwithstanding any provision to the contrary in a bid proposal, the entire content of every bid proposal will be publicly opened and will be made a matter of public record. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.5.6.2 After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the RFP will be considered an impermissible supplementation of the bidder's bid proposal.

### 1.5.7 Price Alteration:

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

### 1.5.8 Joint Venture:

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and Business Registration must be supplied by each party to the joint venture.

## **2.0 DEFINITIONS:**

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

### **2.1 STANDARD DEFINITIONS:**



Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property or his representative.

Bidder - A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's notice of acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the Using Agencies, as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agencies - the entities for which the Division has issued this RFP.

## **2.2 CONTRACT SPECIFIC DEFINITIONS:**

ANSI - American National Standard Institute

ASTM - American Standards for Testing Materials

CPSC - Consumer Product Safety Commission

IPEMA - International Playground Equipment Manufacturers Association

OSHA - Occupational Safety and Health Act

## **3.0 SCOPE OF WORK:**

### **3.1 PARK AND PLAYGROUND EQUIPMENT CATEGORIES:**

1. Baseball Backstop & Dugouts
2. Basketball Backboards

3. Park Tables & Seating Furniture
4. Bike Racks
5. Flag Poles
6. Park Drinking Fountains
7. Park Grills
8. Waste Receptacles
9. Line Markers
10. Life Guard Stands
11. Goal, Tennis & Volleyball Posts & Nets
12. Game & Physical Fitness Courses
13. Playground Equipment - includes Swings, Seesaws, Slides, Spinners, Spring Animals, Sand Boxes, Tetherball, Climbers, Sculptures for Play, (2-5 years)
14. Playground Equipment - includes Swings, Seesaws, Slides, Spinners, Spring Animals, Sand Boxes, Tetherball, Climbers, Sculptures for Play, (6-12 years)
15. Park Pavilions & Gazebos
16. Water Park
17. Skate Park
18. Safety Surfacing

### **3.2 SAFETY STANDARDS, REGULATIONS AND GUIDELINES:**

3.2.1 The equipment and components bid must meet all latest applicable Federal, State and local regulations, including New Jersey's Playground Safety and Barrier Free Access regulations, and ANSI, OSHA, CPSC and ASTM Standards, including the following:

F2223-03 - Standard Guide for ASTM Standards on Playground Surfacing.

ASTM F1292-99 - Impact Attenuation of Surface Systems Under and Around

Playground Equipment Within Fall Zone.

ASTM F1951-99 - Determination of Accessibility of Surface Systems under and around playground equipment.

ASTM F1487-01 as amended - Consumer Safety Specification for Playground Equipment for Public Use.

ASTM F2075-01a - Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface under and around Playground Equipment.

CPSC-325 - US Consumer Product Safety Commission Handbook for Playground Safety Test.

US CFR Part 3, 36CFR Part 1191 - Americans with Disabilities Accessibility Guidelines: Play Areas

New Jersey Playground Safety Law - P.L. 1999, Chapter 50

New Jersey Playground Safety Regulations - N.J.A.C. 5:23-1.1, 2.38 and 3.11

New Jersey Barrier Free Recreation Subcode - N.J.A.C Title 5 Uniform Construction Code, Barrier Free Subcode 5:23-7.15 to 7.31 Recreation

3.2.2 No park or playground equipment or parts shall contain wood treated with Chromated Copper Arsenate (CCA).

3.2.3 The bidder shall list all ASTM, IPEMA, Federal, State and local and other standards, regulations and guidelines it meets for each brand and category of Park & Playground Equipment in the spaces provided below. The bidder shall also certify by checking the box under each category that no products in that category contain wood treated with Chromated Copper Arsenate (CCA). (If additional sheets are needed, state so in the spacing provided below, and attach additional sheets at the end of the bid proposal.)

Category 1: (Baseball Backstop and Dugouts)

Does not contain CCA wood: ☐.

Brand:

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Category 2: (Basketball Backboards)

Does not contain CCA wood: ☐.

Brand:

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Category 3: (Park Tables & Seating Furniture)

Does not contain CCA wood: ☐.

Brand:

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Category 4: (Bike Racks)

Does not contain CCA wood: ☐.

Brand:

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Category 5: (Flag Poles)

Does not contain CCA wood: ☐.

Brand:

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Category 6: (Park Drinking Fountains)

Does not contain CCA wood: ☐.

Brand:

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Category 7: (Park Grills)

Does not contain CCA wood: ☐.

Brand:

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Category 8: (Waste Receptacles)

Does not contain CCA wood: ☐.

Brand:

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---

---

Category 9: (Line Markers)

Does not contain CCA wood: ☐.

Brand:

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---

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Category 10: (Life Guard Stands)

Does not contain CCA wood: ☐.

Brand:

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---

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Category 11: (Goal, Tennis & Volleyball Posts & Nets)

Does not contain CCA wood: ☐.

Brand:

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---

---

Category 12: (Game & Physical Fitness Courses)

Does not contain CCA wood: ☐.

Brand:

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---

Category 13: (Playground Equipment 2-5 years)

Does not contain CCA wood: ☐.

Brand:

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## Category 14: (Playground Equipment 6-12 years)

Does not contain CCA wood: ☐.

Brand:

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## Category 15: (Park Pavilions &amp; Gazebos)

Does not contain CCA wood: ☐.

Brand:

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## Category 16: (Water Park)

Does not contain CCA wood: ☐.

Brand:

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---

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## Category 17: (Skate Park)

Does not contain CCA wood: ☐.

Brand:

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---

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## Category 18: (Safety Surfacing)

Does not contain CCA wood: ☐.

Brand:

---

---

### **3.3 GUARANTEE/WARRANTY:**

3.3.1 Bidders shall guarantee that the equipment and/or components supplied under the contracts resulting from this RFP will be free from any manufacturer's defects and operate satisfactorily for one year from the date of acceptance by the contract user. Bidder shall agree to replace free of charge and any obligations any defective equipment and parts for one year from the date of acceptance. The warranty shall include parts. Pro-rated warranty shall not be acceptable. Bidders shall provide warranty documents with the bid proposal, and at the time of delivery to the contract user.

3.3.2 Notwithstanding any provision to the contrary in warranty documents or bid proposal provided by a bidder, the guarantee/warranty requirement specified above shall apply. Any qualification to the warranty shall preclude award.

### **3.4 EQUIPMENT/PARTS ACQUISITION & DELIVERY:**

3.4.1 Installation and installation costs are not included in this RFP. The resulting contracts shall only provide for new park and playground equipment and parts and their delivery.

3.4.2 The ordering agency is responsible for installation or contracting separately for installation. In the event the ordering agency contracts separately for installation, the ordering agency should seek assurance of compliance with the Prevailing Wage Act.

3.4.3 Contractors are required to deliver all parts and equipment at no extra charge to the ordering agency's designated site.

3.4.4 No other brands will be added to the contract during the term of the contract. The State will, however, evaluate adding or deleting brands in the next bidding cycle based on the specific needs of Using Agencies.

### **3.5 REGIONAL AREAS:**

3.5.1 The prices submitted shall apply to all Using Agencies in the State or region bid. Contractors must service all Using Agencies in the State or region for a category awarded.

3.5.2 If a bidder is only bidding for a part of the State, the bidder shall check region bid:

(The bidder shall check North, South or North and South regions, but not county or counties. If a brand manufacturer's list of counties/areas in a region does not agree with the following, the bidder shall make changes below:)

North \_\_\_\_\_

South \_\_\_\_\_

Bergen County

Atlantic County

Essex County  
Hudson County  
Hunterdon County  
Middlesex County  
Morris County  
Passaic County  
Somerset County  
Sussex County  
Union County  
Warren County

Burlington County  
Camden County  
Cape May County  
Cumberland County  
Gloucester County  
Mercer County  
Monmouth County  
Ocean County  
Salem County

#### **4.0 PROPOSAL PREPARATION AND SUBMISSION:**

##### **4.1 GENERAL:**

4.1.1 The bidder must follow instructions contained in this RFP and on the [cover sheet \(face\)](#) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

4.1.2 The [cover sheet \(face\)](#) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the [cover sheet \(face\)](#) of this RFP must be signed by a general partner. Failure to comply will result in the rejection of the bid proposal.

4.1.3 [Pricing](#) and information sheets must be completed in their entirety. Failure to comply with this requirement may result in the rejection of the bid proposal.

4.1.4 Bidders must enter percentage discount or mark-up bid on the attached [price sheets](#). Bidders shall bid fixed percentage discount off or mark-up to a brand manufacturer's latest price list for each category on each price line.

4.1.5 Bidders shall enter percentage discount bid in "% Discount" column (fifth column from the left) or percentage mark-up bid in "% Mark-up" column (sixth column from the left, the last column). Percentage discount or mark-up bid in any other manner shall not be accepted and shall result in a bid rejection for the price line item affected. A bid proposal with both discount and mark-up entered on the same price line shall result in a bid rejection for that price line item. Fixed dollar amount discount or mark-up shall result in a bid rejection for the affected price line item. Bidders shall not insert plus (+) or minus (-) signs in either column. Any plus (+) or minus (-) signs in either column shall be ignored. A bidder can bid % discount on one price line and % mark-up on another price line for the same brand. A bidder can bid various % discounts or % mark-ups on various price lines for the same brand. A bidder's entry on any price line in either column shall be considered a percentage (%). For example, entry of "50" shall be considered "50%" and that of "0.50" shall be considered "0.50%". Also, entry of "+50" or "-50" in "% Discount" column shall be considered as 50% discount, and "+5" or "5" in "% Mark-up" column shall be considered as 5% mark-up. NO EXCEPTION SHALL BE PERMITTED.

4.1.6 If a bidder provides brand name and catalog/price list information but leaves "% Discount" or "% Mark-up" column blank on any price line, it shall be considered that the bidder provided no bid proposal for that price line item. NO EXCEPTION SHALL BE PERMITTED.

4.1.7 The bidder may bid for one or more categories or bid one brand for one category and other(s) for the rest. However, the bidder shall provide the required information on each brand completely and accurately.

4.1.8 Multiple or series discounts, or multiple or series mark-ups, for the same brand in a given category (price line item) will not be acceptable.

4.1.9 In addition to the discount or mark-up bid on a price line on the attached price sheet of this RFP, bidders are encouraged to offer volume-based discounts for each brand. If offered, such discounts must be based on ranges of dollar value of an individual purchase order (e.g., \$0 to \$2,500, \$2,501 to \$5,000, etc.) and are to be firm and effective for the duration of the contract and any extensions thereof. The specific dollar ranges are to be determined by the bidder. Volume-based discounts must be offered on a separate sheet attached to the original bid proposal, not on the standard price sheets. Volume-based discounts will not be a factor in the bid evaluation for contract award. However, it shall be an important factor in brand selection to be carried out by a contract user prior to issuance of a purchase order.

4.1.9.1 If applicable, bidders should identify in the bid proposal which products are recycled and the percentage (%) of recycled post-consumer content used.

4.1.10 The bidder shall provide the best offer (the highest discount or the lowest mark-up) for each brand in each category (price line item), which will also help a bidder, if awarded, attain more favorable ranking during contract users' brand selection process.

4.1.11 No award shall be made if discount/mark-up bid offered for a brand is determined by the State to result in excessive pricing.

4.1.12 The bidder may bid more than one brand in a given category, in which case the bidder shall copy the corresponding price sheet and provide a bid proposal for each brand offered in the category. Any bid proposal containing more than one brand on the same price line (on the same price sheet) shall be rejected.

## **4.2 PROPOSAL DELIVERY AND IDENTIFICATION:**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name (see RFP cover sheet).

## **4.3 NUMBER OF BID PROPOSAL COPIES:**

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. In addition, each bidder should submit one (1) full, complete and exact copy of the original bid (including price lists and catalogs). The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

## **4.4 PROPOSAL CONTENT:**

#### 4.4.1 Section 1 - Forms

##### 4.4.1.1 [Ownership Disclosure Form](#)

In the event that the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid proposal. Failure to do so will preclude the award of a contract.

##### 4.4.1.2 [MacBride Principles Certification](#)

The bidder must complete the attached MacBride principles certification as instructed.

##### 4.4.1.3 [Affirmative Action](#)

The bidder must complete the attached [Affirmative Action Employee Information Report](#), or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned Affirmative Action Program. The requirement is a precondition to entering into a State contract.

#### 4.4.2 Submittals:

4.4.2.1 The bidder must submit, with its bid proposal, the most current published descriptive catalog and price lists as of the bid opening date for every brand for each category the bidder proposes to furnish. The latest published manufacturer's price list will be considered a part of the bid proposal and must accompany the proposal. All catalogs and price lists submitted must be properly labeled, showing the bidder's name, address and bid number. Manufacturers prices included in its catalog are acceptable in lieu of the required price lists.

4.4.2.2 In the event that two or more bidders submit different price lists for the same brand in a category, the most recent price list will be accepted as the basis for the evaluation of each bid proposal and contract award.

4.4.2.3 All RFP sheets must be submitted and attached to the bid proposal. The RFP sheets are not to be attached to catalogs.

4.4.2.4 Bidders must provide, for each brand in each category bid, the following, which must be included with the bid proposal.

- Manufacturer's latest published retail price list, with name/number and date, latest as of the bid opening date.
- Manufacturer's latest published catalog, with number/date, latest as of the bid opening date.
- The required price lists/catalogs on CD in PDF format, in addition to hard prints, if and when made available by the manufacturer. (The Purchase Bureau is in process of publishing catalogs/price lists on CD at the web site for various term contracts for the convenience of contract users.)

Note:



If manufacturer's retail price list is not published, then manufacturer's latest published dealer price list, with name, number and date, latest as of the bid opening date, shall be provided.

Failure to provide the above information with the bid proposal will result in the rejection of the bid proposal for line items affected.

4.4.2.5 Certificate of Insurance should be attached to the bid proposal. Certificate of Insurance must be received prior to contract award.

4.4.2.6 No award shall be made to a bidder failing to submit a letter of authorization to sell the manufacturer's brand. The brand manufacturer's authorization letter should accompany the bid proposal. If the authorization letter is not submitted with the bid proposal, it must be received by the Purchase Bureau no later than five (5) working days from the date of request.

4.4.2.7 Discount or mark-up offered will be from the highest price column as indicated in the submitted price lists. If the price list submitted has more than one price list column, it will be the bidder's responsibility to "blank out" all columns except the highest price column, to which the discount or mark-up shall be applied to obtain the net purchase price. Bidders shall not change any prices on a manufacturer's price list. Only the most recent manufacturers authorized price sheets as of the bid opening date will be accepted. Price sheets made up by a bidder are not acceptable and will be rejected.

4.4.2.8 References to price increases, shipping charges, etc. on price sheets will not be considered. On March 1, 2005, and March 1, 2006, manufacturers' most current price lists will be adopted. The latest manufacturer's price list must be received from the contractor no later than February 1, 2005 and February 1, 2006 to be considered applicable for the next year.

#### 4.4.2.9 Bidder Data Sheet:

The bidder must provide all information required below.

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the using agency. This service shall be available at no additional charge.

(please print or type)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

2. Years of this individual's experience in servicing similar accounts: \_\_\_\_\_

3. Identify the similar accounts this individual has serviced:

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#### 4.4.2.10 Financial Capability of the Bidder:

If requested by the State, the bidder shall provide, within five (5) working days, proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidders assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder may be required to submit a bank reference.

#### 4.4.2.11 Reference Data Sheet - Satisfactory Customer Service:

The bidder shall provide the following information on the most recent customer accounts of a similar size and scope to the ones specified in this RFP. The State reserves the right to contact the bidders' customers during bid evaluation and any contract term.

1. Name of customer provided as a reference: \_\_\_\_\_

Name of individual the State may contact to verify reference:

\_\_\_\_\_

Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer:

\_\_\_\_\_

2. Name of customer provided as a reference: \_\_\_\_\_

Name of individual the State may contact to verify reference:

\_\_\_\_\_

Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer:

\_\_\_\_\_

3. Name of customer provided as a reference: \_\_\_\_\_

Name of individual the State may contact to verify reference:

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Phone # of contact person:\_\_\_\_\_

Length of time services provided by the bidder to this customer:

\_\_\_\_\_

#### 4.4.2.12 Mandatory Contractor Data Sheet - Terminated Contracts:

The bidder shall provide the following information on the terminated contracts in the last three years, along with the reasons for termination.

1. Name of firm:\_\_\_\_\_

Contact person:\_\_\_\_\_

Phone number:\_\_\_\_\_

Reason for termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name of firm:\_\_\_\_\_

Contact person:\_\_\_\_\_

Phone number:\_\_\_\_\_

Reason for termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name of firm:\_\_\_\_\_

Contact person:\_\_\_\_\_

Phone number:\_\_\_\_\_

Reason for termination:\_\_\_\_\_

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## **5.0 CONTRACTUAL TERMS AND CONDITIONS:**

### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS:**

In the event of a conflict between the provisions of this RFP (and any addendum to this RFP) and the bid proposal, the RFP (and any addendum) shall govern.

### **5.2 BUSINESS REGISTRATION:**

[See Standard Terms & Conditions, Section 1.1.](#)

### **5.3 CONTRACT TERM AND EXTENSION OPTION:**

The term of the contract shall be for a period of three (3) years. The "Contract Effective Date" and "Contract Expiration Date" provided on the cover sheet of this RFP are only estimates. In some unforeseen situations, the procurement process may result in a delayed contract effective date, in which case, the bidder shall agree to accept a contract for the full term of the contract. On March 1, 2005 and March 1, 2006, manufacturers' most recent price lists will be adopted. The contracts may be extended for all or part of two (2) additional years, maximum one year at a time, by the mutual written consent of the contractor and the State. Each contract extension will be carried out with the adoption of the manufacturer's latest price list. Contractors shall hold the contract discount/mark-up for each brand awarded in a given category throughout the contract term and any extensions thereof.

### **5.4 CONTRACT TRANSITION:**

In the event that a new contract has not been awarded prior to the current contract expiration date, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### **5.5 AVAILABILITY OF FUNDS:**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purchases is made.

### **5.6 CONTRACT AMENDMENT:**

Any changes or modifications to the terms of the contract shall only be valid when signed by the contractor, and the Director or his representative.

### **5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS:**

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

## **5.8 ITEMS ORDERED AND DELIVERED:**

5.8.1 The Using Agencies are authorized to order and the contractors authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveals that item(s) other than those covered by the contract have been ordered and delivered or that a contract item has been supplied at a non-contract price, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract and/or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time elapsed between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

5.8.2 Any delay in contract delivery may disrupt State services, in which case, the State shall immediately seek alternative sources of supply on an emergency basis and demand reimbursement of cost difference from the contractor. Timely delivery is critical to meeting the State's ongoing needs.

## **5.9 DELIVERY, PACKAGING AND INSPECTION:**

5.9.1 All deliveries are to be FOB destination. The contractor is responsible for the delivery of material in first class condition at the point of delivery, in accordance with good commercial practice, in working hours on a business day.

5.9.2 Deliveries must be made to the Using Agency within sixty (60) days of the contractor's receipt of an order. The contractor must notify the Using Agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made.

5.9.3 If deliveries cannot be effected within the stated time after receipt of order, the Using Agency must be advised immediately to facilitate any purchase from an alternate source of supply. There will be no back ordering.

5.9.4 A brand delivered must be strictly in accordance with the one awarded.

5.9.5 Packaging for shipment must protect the product adequately to insure safe shipment.

5.9.6 Shipping cases must be marked to show the name of the contractor, name and address of receiving agency and purchase order number.

5.9.7 Payment will only be made after items delivered are inspected and accepted by the Using Agency.

## **5.10 REMEDIES FOR NON-PERFORMANCE:**



5.10.1 If a contractor fails to provide satisfactory customer service, the contract user will file a vendor complaint (Form PB36) with the CCAU. In response to any complaint, or anytime during the contract term and any extensions thereof, the CCAU may conduct an audit of the contractor's records of billing and payments. Upon completion of the CCAU's investigation, if the complaint is resolved against the contractor or if the contractor fails to cooperate with the CCAU, the Director may determine to cancel the contract. Any resolution against the contractor shall be considered in future bid evaluations.

5.10.2 In the event that the contractor fails to meet its contractual obligations, the Director may take steps to terminate the contract. In such event, the Director may authorize procurement of contract items by any available means, with the difference between the price paid and the contract price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

**5.11** All products must conform in every respect to the Standards and Regulations established by Federal, New Jersey State and local laws.

**5.12** All products shall be manufactured and packaged under modern sanitary conditions, in accordance with good commercial practice.

**5.13** All products are to be packaged in sizes and a manner so as to insure delivery in first class condition and properly marked for identification. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

#### **5.14 CONTRACT ACTIVITY REPORT:**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's Standard Terms and Conditions, the contractor must provide, on a calendar quarter basis, to the Purchase Bureau Buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product and using agency.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports may result in a contract termination and/or will be a factor in future award decisions.

#### **6.0 BID EVALUATION AND CONTRACT AWARD:**

**6.1** Bid evaluation will be carried out on the basis of the following criteria, not necessarily listed in the order of importance:

- 6.1.1 Discount/mark-up bid for a price line item on the attached [price sheets](#).

6.1.2 RFP terms and conditions.

6.1.3 RFP specifications.

6.1.4 Delivery terms bid in 13.0 on the cover page of this RFP.

6.1.5 Experience of the bidder

6.1.6 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

**6.2** A single award shall be made for each brand in each category, with reasonable promptness by written notice, to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. Any or all bid proposals may be rejected when resulting prices are excessive or when the Director determines that it is in the public interest so to do.

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 04-X-36386 OPEN DATE : 02/18/04 T-NUMBER : T0103 TIME : 2 PM BIDDER :			PAGE 2
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	% DISCOUNT	% MARK-UP
00001	COMMODITY CODE: 650-38-054791 BASEBALL BACKSTOPS AND DUGOUTS  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00001 - 00001 -----					
00002	COMMODITY CODE: 650-38-054792 BASKETBALL BACKBOARDS  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00002 - 00002 -----					
00003	COMMODITY CODE: 650-38-054793 PARK TABLES & SEATING FURNITURE  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00003 - 00003 -----					
00004	COMMODITY CODE: 650-38-054794 BIKE RACKS  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00004 - 00004 -----					

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 04-X-36386 OPEN DATE : 02/18/04 T-NUMBER : T0103 TIME : 2 PM BIDDER :			PAGE 3
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	% DISCOUNT	% MARK-UP
00005	COMMODITY CODE: 650-38-054795 FLAG POLES  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00005 - 00005 -----					
00006	COMMODITY CODE: 650-38-054796 PARK DRINKING FOUNTAINS  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00006 - 00006 -----					
00007	COMMODITY CODE: 650-38-054797 PARK GRILLS  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00007 - 00007 -----					
00008	COMMODITY CODE: 650-38-054798 WASTE RECEPTACLES  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00008 - 00008 -----					

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 04-X-36386 OPEN DATE : 02/18/04 T-NUMBER : T0103 TIME : 2 PM BIDDER :			PAGE 4
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	% DISCOUNT	% MARK-UP
00009	COMMODITY CODE: 650-38-054799 LINE MARKERS  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00009 - 00009 -----					
00010	COMMODITY CODE: 650-38-054800 LIFE GUARD STANDS  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00010 - 00010 -----					
00011	COMMODITY CODE: 650-38-054801 GOAL, TENNIS & VOLLEYBALL POSTS & NETS  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00011 - 00011 -----					
00012	COMMODITY CODE: 650-38-054802 GAME & PHYSICAL FITNESS COURSES  BIDDERS TO PROVIDE THE FOLLOWING: BRAND: _____ PRICE LIST #: _____ DATE: _____ CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00012 - 00012 -----					



PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 04-X-36386 OPEN DATE : 02/18/04 T-NUMBER : T0103 TIME : 2 PM BIDDER :			PAGE 5
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	% DISCOUNT	% MARK-UP
00013	COMMODITY CODE: 650-38-054803 PLAYGROUND EQUIPMENT (2-5 YEARS)  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____  PRICE LIST #: _____ DATE: _____  CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00013 - 00013 -----					
00014	COMMODITY CODE: 650-38-054804 PLAYGROUND EQUIPMENT (6-12 YEARS)  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____  PRICE LIST #: _____ DATE: _____  CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00014 - 00014 -----					
00015	COMMODITY CODE: 650-38-054805 PARK PAVILIONS & GAZEBOS  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____  PRICE LIST #: _____ DATE: _____  CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00015 - 00015 -----					
00016	COMMODITY CODE: 650-38-054806 WATER PARK  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____  PRICE LIST #: _____ DATE: _____  CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00016 - 00016 -----					

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 04-X-36386 OPEN DATE : 02/18/04 T-NUMBER : T0103  BIDDER :			PAGE 6
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	% DISCOUNT	% MARK-UP
00017	COMMODITY CODE: 650-38-054807 SKATE PARK  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____  PRICE LIST #: _____ DATE: _____  CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00017 - 00017 -----					
00018	COMMODITY CODE: 650-38-054808 SAFETY SURFACING  BIDDERS TO PROVIDE THE FOLLOWING:  BRAND: _____  PRICE LIST #: _____ DATE: _____  CATALOG #: _____ DATE: _____	1	EACH	_____	_____
----- GROUPING LINES: 00018 - 00018 -----					